

EXHIBIT B

MONICA STREACKER May 22, 2008

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
NORTHERN DIVISION

--oOo--

COPART

Plaintiff,

vs.

) Case No. C072684 CW

CRUM & FORSTER INDEMNITY
COMPANY, UNITED STATES FIRE
INSURANCE COMPANY, and DOES
1-10

Defendants.

AND RELATED COUNTERCLAIMS

DEPOSITION OF

MONICA STREACKER

Thursday, May 22, 2008

REPORTED BY: COREY W. ANDERSON, CSR 4096 (409497)

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10:34:49 1 Q. And you haven't developed one of your own
10:34:51 2 during your time with USFIC?

10:34:52 3 A. No.

10:34:57 4 Q. Does USFIC have any kind of written
10:34:59 5 instructions regarding the statement of values and
10:35:03 6 what needs to be in it, that you know of?

10:35:07 7 A. No.

10:35:11 8 Q. Do you recall in any of the times that you
10:35:13 9 underwrote the Copart property policy from '04
10:35:17 10 forward discussing with any folks from Marsh what
10:35:22 11 had to be put into the statement of values?

10:35:25 12 A. No.

10:35:36 13 Q. Aside from looking at the '03-'04 policy
10:35:39 14 when underwriting the next year's policy, what else
10:35:41 15 would you have done to analyze whether or not USFIC
10:35:45 16 was going to insure this risk for another year?

10:35:50 17 A. I looked at the insured's operations on
10:35:52 18 the Internet. The older file had some photographs,
10:35:56 19 so I got a pretty good idea of what their operations
10:36:02 20 were.

10:36:05 21 Q. Did you draw any conclusions from this
10:36:07 22 research about their operations? Good, bad, one way
10:36:10 23 or the other?

10:36:12 24 A. It was acceptable to continue on the risk.

10:36:21 25 Q. So aside from looking at the old policy

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10:38:30 1 Was there a form that got filled out?

10:38:32 2 A. Yes.

10:38:32 3 Q. What was the name of the form? I have

10:38:34 4 seen some, but I don't...

10:38:36 5 A. It's a referral form. It's -- the acronym

10:38:40 6 is DRS.

10:39:02 7 Q. Before issuing a quote for a particular

10:39:04 8 policy, and we'll keep it limited to the Copart

10:39:07 9 policy, did you require that a broker provide you

10:39:10 10 with specifications for that policy?

10:39:15 11 A. Yes.

10:39:18 12 Q. So that would be another thing that you

10:39:20 13 would review in analyzing the risk?

10:39:23 14 A. Yes.

10:39:28 15 Q. And you have options as an underwriter

10:39:30 16 when you get specifications. You can accept these

10:39:35 17 specifications as they are.

10:39:36 18 Right?

10:39:37 19 A. Yes.

10:39:37 20 Q. You can deny them as they are?

10:39:39 21 A. Yes.

10:39:40 22 Q. You also have the option to modify them.

10:39:42 23 Right?

10:39:42 24 A. Yes.

10:39:43 25 Q. And in the case of modification, you get

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10:39:44 1 to negotiate or you can say well, I don't like this
10:39:48 2 particular specification, we can do X instead of Y.
10:39:52 3 Is that typically what modification means?
10:39:55 4 A. Sometimes. Sometimes you can just not
10:39:57 5 want to do part of it at all, or limit it in some
10:40:00 6 way.
10:40:04 7 Q. And then is the typical process once you
10:40:07 8 explain what you are willing or not willing to do,
10:40:10 9 you work with the broker to see if that's acceptable
10:40:13 10 to the insured and once you reach an agreement, then
10:40:15 11 you can issue a binder for that particular policy?
10:40:18 12 A. Yes.
10:40:18 13 Q. Typically how it works?
10:40:19 14 A. Yes.
10:40:20 15 Q. And is that how it worked in the three or
10:40:24 16 four years that you underwrote the Copart policies
10:40:26 17 through Marsh?
10:40:27 18 A. Yes.
10:40:33 19 Q. Did you know Steve Raffo before you
10:40:36 20 started working on the Copart account?
10:40:38 21 A. Yes.
10:40:40 22 Q. Had Steve referred other accounts to you
10:40:42 23 before?
10:40:43 24 A. At Marsh?
10:40:44 25 Q. Yes.

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11:27:58 1 incepting where you told the Marsh
11:27:58 2 folks that the statement of values
11:27:58 3 is directly tied to coverage?")
11:28:13 4 THE WITNESS: No.
11:28:17 5 MS. PURI: Q. Do you have any
11:28:17 6 recollection of any such discussions at any time
11:28:20 7 underwriting any of the Copart policies with Marsh
11:28:23 8 folks telling the Marsh folks that if there was not
11:28:27 9 a particular value on a statement of -- particular
11:28:31 10 number in any of the columns of the statement of
11:28:34 11 value that there would be no coverage for that
11:28:37 12 particular location?
11:28:39 13 A. Not specifically.
11:28:41 14 Q. Generally did you have that discussion
11:28:42 15 with anybody from Marsh?
11:28:44 16 A. No.
11:28:46 17 Q. And putting aside discussions, do you
11:28:48 18 remember any e-mails or writings that would have
11:28:51 19 memorialized whether or not there was coverage for a
11:28:54 20 particular location based on what was stated in the
11:28:59 21 statement of values?
11:29:02 22 A. Marsh is a professional insurance broker,
11:29:05 23 and I did not have to advise them of that. That
11:29:09 24 would be something that they would know.
11:29:12 25 Q. And so just to answer the question, you

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11:29:14 1 wouldn't have done that?

11:29:15 2 A. No.

11:29:16 3 Q. You wouldn't have had a writing that --

11:29:17 4 A. No.

11:29:18 5 Q. -- talked about that?

11:29:19 6 A. (No response).

11:29:25 7 Q. In the '04-'05 timeframe, do you remember

11:29:27 8 who it was from Marsh aside from Steve Raffo, did

11:29:30 9 you deal with anybody else from Marsh with respect

11:29:31 10 to the Copart renewal?

11:29:32 11 A. (No response).

11:29:38 12 Q. You know, I see a name here.

11:29:39 13 A. It may be Patrice McIntyre, but Steve

11:29:43 14 Raffo was my main contact point.

11:29:45 15 Q. Got it.

11:29:52 16 And I'll have you look in the booklet here

11:29:54 17 at what was previously marked as Exhibit 43. This

11:30:01 18 is Bates stamped M 910 through 912. This is a

11:30:09 19 series of e-mails, so take your time to review, from

11:30:12 20 the bottom up going between Steve Raffo and Mike

11:30:18 21 Finigan internally at Marsh and referencing a

11:30:21 22 discussion with you in the middle there.

11:30:30 23 (Pause)

11:31:16 24 Q. Just let me know when you have had a

11:31:18 25 chance to look at the document.

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1 A. Yes. For the -- for the special perils.
13:27:24 2 Q. Correct. For just that coverage
13:27:27 3 provision?
13:27:27 4 A. Right.
13:27:28 5 Q. I understand.
13:27:29 6 Moving to the -- so that we'll call that
13:27:32 7 the first coverage provision just because it's the
13:27:34 8 first box.
13:27:35 9 Moving to the second coverage provision
13:27:36 10 which talks about business personal property and
13:27:39 11 EDP, what's EDP?
13:27:41 12 A. Electronic Data Processing. It's computer
13:27:44 13 software and hardware.
13:27:45 14 Q. So my question is the same. With respect
13:27:47 15 to "Location Number, All, Building No. 1," what does
13:27:51 16 that reference?
13:27:52 17 A. It's all the locations. Instead of
13:27:56 18 saying -- it's just all the locations.
13:27:59 19 Q. Instead of putting every single number or
13:28:02 20 yard in there, it just means all?
13:28:03 21 A. No. It would be -- it just -- it --
13:28:07 22 instead of saying 001, it should be all and all.
13:28:10 23 Q. Oh,
13:28:10 24 A. But it's just a coding.
13:28:11 25 Q. Okay. In other words, all locations

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13:31:11 1 covered?

13:31:16 2 A. To get -- how do you mean?

13:31:20 3 Q. I mean is -- is the premium totaled based
13:31:29 4 on a specific number assigned to each location?

13:31:38 5 A. Yes.

13:31:39 6 Q. And where would I look to find an
13:31:40 7 underwriting file how that premium was calculated?

13:31:48 8 A. There is some -- there is some rating, a
13:31:52 9 rating worksheet or some notes or using the same
13:31:56 10 rates as the year before, it just depends on -- on
13:32:00 11 how it was determined that we would proceed.

13:32:05 12 Q. So is setting the premium a matter of
13:32:08 13 formula, or are there other factors that come into
13:32:11 14 it?

13:32:14 15 A. The premium is rate, a rate times the
13:32:16 16 exposure. And that's -- and the -- the product is
13:32:21 17 the premium.

13:32:23 18 Q. And so I guess what I'm saying, then, is
13:32:30 19 when you say rate times exposure, where do you get
13:32:32 20 the rate from?

13:32:32 21 A. It's -- it's -- it's either from
13:32:37 22 experience or -- of the underwriter or what's
13:32:41 23 standard in the industry at that time, market
13:32:44 24 conditions from the Insurance Services Bureau.
13:32:49 25 There is a number of places where you can get

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13:32:52 1 information about what the rates should be for
13:32:54 2 certain exposure.

13:32:56 3 Q. Do you remember how you obtained the rate
13:32:57 4 for this particular exposure?

13:32:59 5 A. No.

13:33:02 6 Q. But you would have been the one to obtain
13:33:03 7 the rate?

13:33:04 8 A. Yes.

13:33:04 9 Q. And then let's talk about exposure. What
13:33:06 10 does that mean?

13:33:08 11 A. Values at -- and at -- values at risk,
13:33:13 12 values at location, values in major damage areas
13:33:19 13 versus non-major damage areas.

13:33:28 14 Q. So in other words, let's take any of the
13:33:30 15 yards that Copart had listed a series of numbers
13:33:35 16 throughout the entire statement of values for. Are
13:33:37 17 you saying that in order to calculate the premium,
13:33:40 18 one of the things that you would have done would be
13:33:42 19 to have taken those numbers, the location value, and
13:33:45 20 put that into the formula?

13:33:56 21 A. You would -- I would group together the
13:33:58 22 Florida locations to get a wind load, the California
13:34:05 23 locations for an earthquake load, the Texas
13:34:07 24 locations for a wind load, and then also calculate
13:34:10 25 the fire rates, the flood rates and then an all

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13:34:17 1 other perils rate.

13:34:26 2 Q. So location values played a role in
13:34:28 3 calculating the premiums to the extent that you
13:34:30 4 grouped them and assigned a particular value to
13:34:35 5 them?

13:34:37 6 A. I grouped together the states that had a
13:34:40 7 major damage exposure. But all the other locations,
13:34:44 8 they also were -- were -- were counted and also
13:34:48 9 rated against.

13:34:49 10 Q. I see. Were you the final word on what
13:34:56 11 the premium would be, or did that have to get home
13:34:59 12 office approval for this particular policy?

13:35:00 13 A. It had to get home office approval.

13:35:02 14 Q. And in this case, did John French approve
13:35:04 15 the numbers?

13:35:05 16 A. It was either him or John Schlomann.

13:35:12 17 Q. And is the premium partially even set
13:35:16 18 based on the TIVs?

13:35:21 19 A. Is it partially set?

13:35:22 20 Q. Yeah. Is that one of the factors? I know
13:35:24 21 that there is the rate times exposure.

13:35:26 22 A. No. That's one of the major factors.

13:35:29 23 Q. Oh, okay. And does that go back into our
13:35:34 24 grouping? Is that --

13:35:35 25 A. Grouping for major damage, locations, and

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14:25:59 1 between the first USFIC policy issued in '03 and the
14:26:05 2 last one in '06, I believe, where the total primary
14:26:11 3 limits changed?

14:26:12 4 A. Yes.

14:26:13 5 Q. Do you remember what year that was?

14:26:23 6 A. It was in the '05-'06 year.

14:26:27 7 Q. Do you remember why the limits changed?

14:26:28 8 A. Yes. Crum and Forster decided that they
14:26:32 9 only wanted to assume two and a half million dollars
14:26:35 10 in any -- for any wind exposure.

14:26:39 11 Q. Was this an across-the-board decision?

14:26:41 12 A. Yes.

14:26:41 13 Q. So it wasn't particular to Copart?

14:26:44 14 A. No.

14:26:52 15 Q. Given the reduction in the maximum amount
14:26:55 16 that USFIC was willing to write, how did that play
14:27:00 17 into the calculation of premiums, if at all?

14:27:08 18 A. It would change the premium.

14:27:10 19 Q. In other words, it would lower the
14:27:10 20 premium?

14:27:11 21 A. It would change the premium depending on
14:27:13 22 other factors: Whether the insured had suffered any
14:27:17 23 losses; what the values were; what the values were
14:27:21 24 in different catastrophe states. Just different
14:27:27 25 factors.

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14:27:27 1 Q. And are those the factors that go into
14:27:29 2 determining the rate part of the formula?

14:27:31 3 A. Yes.

14:27:40 4 MR. PURI: Like to mark as next in order
14:27:42 5 UW 18 and 19.

14:27:44 6 (Whereupon, Exhibit 107 was marked
14:27:44 7 for identification)

14:28:07 8 MR. PURI: Q. Is this one of the
14:28:09 9 documents that you reviewed yesterday in preparation
14:28:10 10 for your deposition?

14:28:11 11 A. Yes.

14:28:13 12 Q. Looking at this e-mail train, I think you
14:28:21 13 are on some of the e-mails, but not on others. But
14:28:23 14 I believe the whole train, you ended up seeing
14:28:26 15 because it was forwarded to you.

14:28:30 16 So I guess starting with the middle of the
14:28:32 17 page of 18 where it says forwarded by John
14:28:36 18 Schlomann, to John Schlomann, cc'd to Monica
14:28:42 19 Streacker from Marni Hansen, do you recall receiving
14:28:45 20 this e-mail on or about September 19, 2005?

14:28:47 21 A. Yes.

14:28:49 22 Q. And in it Marni is asking -- or, well,
14:28:55 23 let's back up a moment.

14:28:56 24 Do you recall seeing the e-mail below it
14:28:58 25 on or around the same time?

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14:58:53 1 MR. PURI: Q. And is what's supposed to
14:58:56 2 be in the schedule listed right above that,
14:58:58 3 "Designated locations, (address, city, state, zip
14:59:04 4 code)"?

14:59:07 5 A. If there were a few locations, you could
14:59:09 6 list them. But on policies that just have big
14:59:11 7 schedules, we just refer to the statement of values.

14:59:14 8 Q. And is there anything in the policy that
14:59:15 9 tells the insured what is supposed to be contained
14:59:18 10 in the schedule?

14:59:21 11 A. POL 0222, No. 2, it says "Premises
14:59:32 12 described, see schedule of locations."

14:59:35 13 Q. Okay. And my question is, is there
14:59:38 14 anything more specific in the policy that says what
14:59:41 15 is supposed to be on that schedule, the particular
14:59:44 16 columns of information, aside from address, city,
14:59:50 17 state, zip code, that's listed on POL 232?

14:59:55 18 A. This would mirror the statement of values
14:59:58 19 since you can't list everything here.

15:00:11 20 Q. Is there anywhere in the policy that tells
15:00:13 21 the insured that a location will not be insured if
15:00:16 22 it doesn't have a value on the statement of values?

15:00:28 23 A. No.

15:00:28 24 Q. And do you know if anybody else from USFIC
15:00:31 25 from co -- from USFIC, excuse me, whether it be

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15:04:37 1 on the e-mail.

15:04:41 2 Q. But as far as you recall, the end result,
15:04:43 3 the agreed amount was not -- the policy was not
15:04:47 4 changed to check agreed amount on the supplemental
15:04:49 5 declaration page for the '04-'05 policy.

15:04:53 6 Correct?

15:04:53 7 A. As far as I know.

15:05:03 8 MR. PURI: Okay. One more backup
15:05:04 9 document. UW(05-06)12 to 14.

15:05:11 10 (Whereupon, Exhibit 109 was marked
15:05:11 11 for identification)

15:05:39 12 MR. PURI: Q. We had looked earlier at
15:05:40 13 another renewal binder. And this one, the premium
15:05:44 14 is different. And it looks like to be the final one
15:05:47 15 because of the date, September 30th.

15:05:49 16 Does that refresh your memory? Would this
15:05:51 17 have been the final proposed binder --

15:05:53 18 A. Yes.

15:05:54 19 Q. -- for the '05-'06 policy?

15:05:59 20 A. (No response).

15:06:00 21 Q. Do you know why the premium changed from
15:06:03 22 400,000 that we saw previously to 306,250?

15:06:09 23 A. We changed the commission to zero.

15:06:11 24 Q. I see. And aside from the TIV value
15:06:19 25 stated under Rate Basis, is there any other part of

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15:12:40 1 A. Yes. I was subsequently advised that
15:12:43 2 that's a required form.

15:12:47 3 Q. Do you remember why you didn't want to use
15:12:49 4 that form?

15:13:02 5 A. I thought that it was -- I thought it
15:13:05 6 wasn't used any more, that it was -- that it was a
15:13:07 7 dormant form. But I was advised otherwise.

15:13:11 8 Q. And looking back at that form, POL 222,
15:13:15 9 it's very similar to the form from the '05 -- excuse
15:13:19 10 me, '04-'05 policy.

15:13:21 11 My question to you is under item 4, is the
15:13:26 12 same thing true, that the location number and the
15:13:28 13 building number should say the same thing, it should
15:13:32 14 say "All" under each of those coverage provisions?

15:13:38 15 A. Yes. But what that also is for is if you
15:13:40 16 wanted to have a different limit of insurance or a
15:13:42 17 different deductible for a different location, then
15:13:44 18 you could also state it there.

15:13:47 19 Q. Okay. But for the purposes of this
15:13:49 20 policy, should that have said "All" under "Building
15:13:55 21 Number"?

15:13:56 22 A. Yes.

15:14:08 23 Q. Okay. Do you remember who it was that you
15:14:09 24 spoke with about this particular supplemental dec
15:14:13 25 form still being in use?

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15:48:34 1 step and try to do some more ferreting?

15:48:36 2 A. No. Like I said, I trusted Marsh to

15:48:38 3 provide that information for me.

15:48:42 4 Q. And in the past I know we talked about

15:48:44 5 that with respect to Copart, there were no signed

15:48:46 6 SOVs. Have you ever required signed SOVs during

15:48:53 7 your time at at USFIC?

15:48:54 8 A. No.

15:48:55 9 Q. Why not?

15:48:55 10 A. It's not required.

15:48:58 11 Q. Have you ever seen signed SOVs come in

15:49:00 12 from brokers even though you haven't required it?

15:49:03 13 A. Yes. At companies that write highly

15:49:05 14 protected risks, when I was at Wausau it was

15:49:08 15 required, and at FM Global it's required.

15:49:12 16 Q. And is there any provision as far as you

15:49:14 17 know in the '05-'06 policy where Copart warrants

15:49:19 18 that the values put in the SOV are true? In other

15:49:23 19 words, a warranty provision?

15:49:26 20 A. No.

15:49:28 21 Q. And was there anything in the documents

15:49:30 22 leading up to the policy like the specifications,

15:49:34 23 the quotes, the binders, that contain any kind of

15:49:37 24 warranty provision regarding the values stated in

15:49:39 25 the SOV?

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15:49:41 1 A. Warranty provision, no.

15:49:44 2 Q. Is a warranty provision something that

15:49:46 3 could be added to a property policy?

15:49:50 4 A. No.

15:49:50 5 Q. Why not?

15:49:54 6 A. It's -- it -- it would have to be a signed

15:49:58 7 statement of values. That would have to be about

15:50:00 8 the same, same thing.

15:50:01 9 Q. So it could be a requirement, it just

15:50:04 10 wasn't in this case?

15:50:05 11 A. I haven't seen it.

15:50:06 12 Q. You haven't seen it done?

15:50:08 13 A. Right.

15:50:09 14 Q. In your experience with USFIC?

15:50:10 15 A. Right.

15:50:27 16 MR. PURI: Okay. And then Mr. Ruby, I

15:50:29 17 don't have your comments from earlier today, but

15:50:31 18 looking at the next topic which was the mistake

15:50:33 19 alleged in USFIC's counterclaim.

15:50:37 20 MR. RUBY: Huh.

15:50:38 21 MR. PURI: I was going to go into inquiry

15:50:40 22 on that. Was there a...

15:50:43 23 MR. RUBY: Well, as I said earlier, the

15:50:45 24 witness has offered to testify to the underwriting

15:50:51 25 intent, which for many of these policies was her

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15:51:57 1 that intent. The mistake allegation is an
15:51:59 2 alternative theory.

15:52:01 3 MR. PURI: Thank you.

15:52:03 4 And is the same true for Topic No. 10,
15:52:06 5 which is the damages suffered as a result of the
15:52:08 6 counterclaim? May I examine this witness on I guess
15:52:12 7 the issue would be the premium that could have been
15:52:14 8 collected, is what the alleged damage is?

15:52:18 9 MR. RUBY: Yes. And her -- her knowledge
15:52:19 10 would be how the premiums were calculated, and
15:52:21 11 therefore if higher values had been reported you
15:52:25 12 could ask her what the effect of that would have
15:52:26 13 been.

15:52:27 14 She is not privy to what higher values
15:52:30 15 might or might not have been reported, so she is not
15:52:32 16 able to --

15:52:33 17 MR. PURI: Right.

15:52:34 18 MR. RUBY: -- complete the calculation.
15:52:35 19 We'll have an expert do that.

15:52:37 20 MR. PURI: Okay.

15:52:40 21 Q. Did you have occasion to see the -- an
15:52:43 22 updated SOV that did contain a value for the
15:52:48 23 buildings at yard 105?

15:52:51 24 A. Yes. I think it came in in January '06.

15:52:54 25 Q. It came in after the loss.

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15:52:56 1 A. Right.

15:52:56 2 Q. I will represent that.

15:53:02 3 Did you do any calculations for what the

15:53:03 4 premiums would be based on that added value?

15:53:07 5 A. Yes.

15:53:08 6 Q. And was that calculation done as part of

15:53:10 7 the '06-'07 policy?

15:53:13 8 A. Yes.

15:53:16 9 Q. And sitting here today, and we can go look

15:53:18 10 at the specific documents, do you know what the

15:53:21 11 difference was in the -- was there an increase in

15:53:25 12 premium as a result of that additional value?

15:53:28 13 A. I think so. I think that Copart added and

15:53:31 14 then deleted some locations, but I think the net

15:53:34 15 result was an additional premium.

15:53:35 16 Q. And can you remember an order of magnitude

15:53:38 17 of how much the additional premium was?

15:53:41 18 A. No. I'd have to look at the policy.

15:53:43 19 Q. And the policy you would want to look at

15:53:45 20 would be the '06-'07? Would that be the one that

15:53:49 21 would be helpful to you?

15:53:50 22 A. Maybe it's this one.

15:53:52 23 (Pause)

15:53:54 24 A. No, it's the '05-'06. So it's

15:53:57 25 endorsement -- it's endorsement that is effective

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15:54:03 1 January 1st, and it results in a additional premium
15:54:09 2 of \$18,236.
15:54:14 3 Q. Are you looking at POL 298?
15:54:16 4 A. Yes.
15:54:17 5 Q. Okay. So looking at POL 298, your
15:54:22 6 understanding is that the \$18,000 premium includes
15:54:27 7 other things, among which is a new value for the
15:54:33 8 building at yard 105?
15:54:36 9 A. Well, it was actually they had added a
15:54:39 10 building.
15:54:42 11 Q. Right.
15:54:42 12 A. At that time. Yes.
15:54:43 13 Q. And that's what the premium partially
15:54:45 14 reflects?
15:54:47 15 A. Correct.
15:54:47 16 Q. Okay. So is it your opinion, then, that
15:55:04 17 as of January 1, 2006 if the loss at yard 105 had
15:55:08 18 occurred after that, based on this endorsement it
15:55:11 19 would have been covered?
15:55:12 20 MR. RUBY: Objection, vague and ambiguous.
15:55:25 21 THE WITNESS: Can you repeat the question?
15:55:26 22 MR. PURI: Q. Sure. Is it your opinion,
15:55:27 23 then, looking at this endorsement that after January
15:55:31 24 1, 2006, had the hurricane loss come after that that
15:55:34 25 there would have been coverage for that particular

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16:26:23 1 not being put into the statement of values for yard
16:26:26 2 105 are premiums that were not paid therefore as a
16:26:33 3 result of the statement not having certain values?

16:26:35 4 A. Yes.

16:26:37 5 Q. Is there anything else that USFIC would be
16:26:42 6 entitled to or as a result of those building values
16:26:47 7 not being in the August 2005 statement of values?

16:26:52 8 MR. RUBY: Okay, keep in mind it's not
16:26:54 9 just about values not being in, it's also about
16:26:55 10 values being reported, but perhaps being
16:26:58 11 under-reported.

16:27:00 12 MR. PURI: Q. So sticking with simply the
16:27:01 13 yard 105 missing building value, is there anything
16:27:05 14 else aside from premiums that USFIC would be
16:27:09 15 entitled to as a result --

16:27:10 16 A. I would have to speak to Mr. Ruby about
16:27:12 17 that.

16:27:13 18 Q. Long discussions about that.

16:27:16 19 But as far as you know, aside from the
16:27:17 20 premiums, back premiums that would be owed, there
16:27:20 21 are no other categories of dollars that would be
16:27:23 22 owed to USFIC?

16:27:25 23 A. Not that I know of.

16:27:26 24 MR. RUBY: The only damages being claimed
16:27:28 25 are additional premiums that would have been

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16:27:30 1 collected if different values had been reported and
16:27:34 2 interest and so forth.

16:27:36 3 MR. PURI: Q. And just building on that,
16:27:37 4 we went through I think in detail what those
16:27:42 5 premiums would have been, and I think you
16:27:43 6 testified -- and correct me if I'm wrong -- that the
16:27:46 7 premiums that would have been collected had building
16:27:49 8 values been set forth for yard 105 were included in
16:27:52 9 the \$18,000 endorsement that was added on in January
16:27:56 10 of '06?

16:27:57 11 A. From January '06 on, that those -- that
16:28:01 12 was the premium that was collected.

16:28:06 13 MR. PURI: Yeah. Okay. I think we are
16:28:07 14 saying the same thing.

16:28:14 15 Okay. I think that's all the questions I
16:28:15 16 have for you. Thank you so much for your time.

16:28:18 17 THE VIDEOGRAPHER: This marks the end of
16:28:18 18 tape No. 3, volume 1 in the deposition of Monica
16:28:22 19 Streacker. We are off the record at 4:28.

20 (Whereupon, the deposition was
21 adjourned at 4:28 P.M.)

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I declare under penalty of perjury the